

END USER LICENSE AGREEMENT (EULA)

ESG-Care

Version 2024.10

1. Acceptance of Terms

1.1 By creating an account or using the ESG-Care platform ("Software"), you agree to be bound by the terms of this End User License Agreement ("EULA").

1.2 If you do not agree to the terms of this EULA, you must not use or access the Software.

1.3 By accepting this EULA, you also agree to our General Terms and Conditions and the Data Processing Agreement of ESG-Care.

2. License Grant

2.1 ESG-Care grants you a non-exclusive, non-transferable, revocable license to use the Software solely for business purposes related to Environmental, Social, and Governance (ESG) reporting and compliance.

2.2 This license is limited to your organization and cannot be shared with others outside your organization.

3. Restrictions

3.1 You may not modify, reverse engineer, decompile, or disassemble the Software.

3.2 The Software is licensed, not sold, and ESG-Care retains all rights not expressly granted to you in this EULA.

4. Intellectual Property Rights

4.1 All intellectual property rights of the Software are owned by ESG-Care B.V.

4.2 Users are not permitted to copy any content from the Software for purposes such as reverse engineering.

4.3 The use of any software content, documentation, or other materials provided by ESG-Care is strictly prohibited outside the scope of this EULA.

5. Ownership

5.1 **User-Created Content:**

5.1.1 Users retain ownership of the content they create using the Software, such as ESG reports for their company.

5.1.2 This includes data generated or uploaded by the user in the Software.

5.2 **ESG-Care Content:**

5.2.1 ESG-Care retains ownership of the standard content of the Software, such as templates, questions, and methodologies for ESG assessments.

6. **Account and Use**

6.1 Your ESG-Care account is personal and cannot be shared or used by multiple individuals.

6.2 The account may be accessed from any device with internet connectivity.

6.3 By adding new team members to your organization, they will receive their own accounts, which are strictly theirs.

7. **Redistribution and Prohibited Uses**

7.1 You are not permitted to redistribute or share the Software with any third parties.

7.2 Redistribution is allowed only as provided within the Software for adding team members within your organization and other stakeholders relevant to your organization's ESG compliance efforts.

8. **Updates, Support & Availability**

8.1 **Updates:**

8.1.1 ESG-Care will provide continuous updates to the Software.

8.1.2 Users will receive update notifications and details.

8.2 **Support:**

8.2.1 For technical support, users can contact support@esg-care.com.

8.2.2 We aim to respond to all inquiries within 2 business days.

8.3 **Availability:**

8.3.1 Regular maintenance is necessary to ensure the highest quality of service.

8.3.2 If any downtime is expected, users will be provided with advance notice of maintenance whenever possible.

8.3.3 ESG-Care aims to provide a monthly uptime of 99.5%, excluding planned maintenance.

9. User Data Privacy & Security

9.1 Data Access:

9.1.1 When requested, ESG-Care accesses user data for support purposes.

9.2 User Responsibility:

9.2.1 Users maintain responsibility for their data and compliance with relevant privacy laws.

9.3 Data Protection:

9.3.1 ESG-Care conducts regular data backups and implements industry-standard security measures to protect your data.

10. Termination of License

10.1 This EULA and your right to use the Software will terminate immediately if you:

10.1.1 Attempt to reverse engineer the Software.

10.1.2 Use the Software for purposes other than aiding your organization in achieving ESG compliance.

11. Governing Law

11.1 This EULA is governed by Dutch law, without regard to its conflict of law principles.

12. Disclaimer of Warranties and Limitation of Liability

12.1 ESG-Care provides the Software “as is” and with all faults.

12.2 ESG-Care does not guarantee compliance with any specific ESG regulations or standards.

12.3 ESG-Care is not liable for any direct, indirect, incidental, or consequential damages, including lost profits or fines, arising out of the use or inability to use the Software.

13. Acknowledgment

13.1 You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions.

13.2 You also agree that this EULA is the complete and exclusive statement of the agreement between you and ESG-Care, superseding all proposals or prior agreements, oral or written, and any other communications relating to the subject matter of this EULA.